

1 Marguerite T. Lieu, SBN 143979 (mtl@mmker.com)  
 2 Christopher R. Allison, SBN 201618 (cra@mmker.com)  
**MANNING & MARDER**  
**KASS, ELLROD, RAMIREZ LLP**  
 3 550 West "C" Street, Suite 1900  
 San Diego, CA 92101  
 4 Telephone: (619) 515-0269  
 Facsimile: (619) 515-0268

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CLERK US DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

2008 APR 21

CLERK US DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIABY KWJ BY DEPUTY

5  
 6 Attorneys for Defendant  
**A NICE JEWISH BOY, dba FATHER & SON MOVING & STORAGE**

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 8 **UNITED STATES DISTRICT COURT**  
 9 **SOUTHERN DISTRICT OF CALIFORNIA**

10  
 11 BARBARA LIPPOLD, ) Case No. **08 CV 0719 BTM RBB**  
 12 vs. Plaintiff, )  
 13 )  
 14 FATHER & SON MOVING & STORAGE and )  
 15 DOES 1-10, )  
 16 Defendants. )  
 17 \_\_\_\_\_ )

18 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

19 PLEASE TAKE NOTICE that Defendant, A NICE JEWISH BOY, dba FATHER & SON  
 20 MOVING & STORAGE (hereinafter FATHER & SON MOVING & STORAGE), hereby  
 21 removes to this Court the State Court action described below.

22  
 23 1. On February 1, 2008, this action was commenced in the Superior Court of the State  
 24 of California for the County of San Diego, Central Branch, as case number 37-2008-00077131-CU-  
 25 BC-CTL.

26 2. Attached hereto as Exhibit A is a copy of the Summons and Complaint, Certificate of  
 27 Service, Notice of Case Assignment, filed on that date and subsequently served via  
 28 acknowledgment on Defendant FATHER & SON MOVING & STORAGE.

ORIGINAL

1           3. The above-described action is a civil action of which this Court has original  
2 jurisdiction under 28 U.S.C. §1331, and 1337(a), and is one which may be removed to this Court by  
3 defendants pursuant to the provisions of 28 U.S.C. 1441(b), in that it is a civil action arising under,  
4 and pursuant to, a contract for the moving and storage of goods in interstate commerce. Specifically,  
5 this action arises out of a contract for the packing, storage and transportation of Plaintiff's personal  
6 property from California to Arizona.

7           4. Although Plaintiff has alleged a state law cause of action for Breach of Contract and  
8 Negligence a cause of action arising under federal law, removal is appropriate as both claims are  
9 transactionally related to the carriage of goods in interstate commerce. Plaintiff's Complaint frames  
10 a cause of action under the 1906 Carmack Amendment to Interstate Commerce Act of 1887, 49  
11 U.S.C § 14706, which entirely preempts state law.

12           5. Finally, as the Plaintiff's claim for damages exceeds \$10,000, this action satisfies the  
13 jurisdictional minimum contained in 28 U.S.C. 1445(b).

14           6. Based on a reasonable investigation, it is well-grounded in fact and warranted by  
15 law that this Removal to Federal Court is not interposed for any improper purpose, such as to harass  
16 or to cause unnecessarily delay or needless increase in the cost of litigation.

17  
18           Dated: April 21, 2008

MANNING & MARDER  
KASS, ELLROD, RAMIREZ LLP

20           By: Marguerite T. Lieu  
21           Marguerite T. Lieu  
22           Christopher R. Allison  
23           Attorneys for Defendant  
24           **A NICE JEWISH BOY dba**  
25           **FATHER & SON MOVING & STORAGE**

26  
27  
28



1 RICHARD G. BAIN #60487  
 2 Attorney at Law  
 2 275 East Douglas, Suite 113  
 3 El Cajon, CA 92020-4548  
 3 Telephone: (619) 447-8300

FILED  
 CIVIL BUSINESS OFFICE 7  
 CENTRAL DIVISION

09 FEB -1 PM12:23

CLERK-SUPERIOR COURT  
 SAN DIEGO COUNTY, CA

5 Attorney for Plaintiff

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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

9 CENTRAL DIVISION

10

11	BARBARA A. LIPPOLD,	)	No. 37-2008-00077131-CU-BC-CTL
12	Plaintiff,	)	COMPLAINT FOR BREACH OF
13		)	CONTRACT, NEGLIGENCE
14		)	(Property Damage)
15	FATHER & SON MOVING & STORAGE, a California corporation, and DOES 1 through 10, inclusive,	)	
16	Defendants.	)	

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17

18 Plaintiff alleges:

19 Breach of Contract

20 1. Plaintiff is an individual who is a retired teacher and  
 21 the widow of a Marine Corps officer. Over the years of his career  
 22 at duty stations around the world, she and her husband collected  
 23 many fine pieces of furniture and furnishings.

24 2. The defendant Father & Son Moving & Storage (hereinafter  
 25 "Father & Son") is a corporation organized and existing under the  
 26 laws of the State of California.

27 3. The true names and capacities of defendants Does 1 through  
 28 10, inclusive, are unknown to plaintiff, who sues them as

1 authorized by C.C.P. Section 474.

2       4. The obligation sued upon arose within the venue of the  
3 Central Division of this court, where plaintiff entered written  
4 agreements with defendants for the storage of the contents of her  
5 Rancho Bernardo home.

6       5. On or about September 29 to October 3, 1993, plaintiff  
7 entered an agreement with Father & Son in which Father & Son agreed  
8 to move and store plaintiff's furniture and clothing. Copies of  
9 the agreement, listing items and boxes on three (3) pages, are  
10 attached as Exhibit "A" and incorporated by this reference.

11       6. Implied in the agreement was the promise of Father & Son  
12 to store plaintiff's property in a safe and secure manner,  
13 reflected in its advertising: "climate controlled storage," and  
14 "antique specialists."

15       7. Plaintiff performed all conditions of the agreement on her  
16 part to be performed, including but not limited to paying Father &  
17 Son approximately \$30,000.00 over the course of the storage.

18       8. Father & Son breached the agreement to store plaintiff's  
19 property in a proper manner, which plaintiff discovered when Father  
20 & Son returned the property to her in a filthy condition: boxes  
21 broken open; mold, rust, and a brown residue on the furniture; and  
22 the stench of diesel fuel and rot in all the fabrics.

23       9. As a result of Father & Son's breach, plaintiff has been  
24 damaged in the following amounts, at cost, for the ruined items:  
25 \$6,550.00 for the sectional sofa, upholstered chairs and  
26 mattresses; \$27,714.00 for her personal clothing, dresses and  
27 shoes; \$3,000.00 for linens; and \$5,185.00 for books.

28 /////

1 Negligence

2 10. Father & Son owed a duty to plaintiff to store her  
3 property in reasonably prudent manner.

4 11. In the period after October 1993, when Father & Son  
5 closed its San Diego facility and moved plaintiff's property to Los  
6 Angeles, and before August 2006, when plaintiff discovered the  
7 damage to her property, Father & Son breached its duty to plaintiff  
8 by exposing her property to the elements of moisture, heat, and  
9 fumes.

10 12. As a result of Father & Son's negligence, plaintiff's  
11 clothing, furniture and books were covered in mold, drawer pulls  
12 were rusted and inoperable, clothing fell apart into rags when it  
13 was washed, and everything smelled of foul motor oil, all to  
14 plaintiff's damage in the sum of \$42,349.00.

15 WHEREFORE, plaintiff prays judgment as follows:

16 On her first cause of action:

17 1. General damages for breach of contract in the sum of  
18 \$42,349.00;

19 2. Attorney's fees and costs of suit;

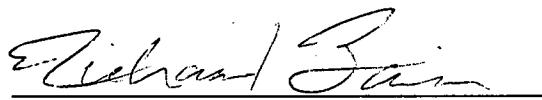
20 3. Further relief the court considers proper.

21 On her second cause of action:

22 1. General damages for defendant's negligence according to  
23 proof;

24 2. Costs of suit, and further relief the court deems proper.

25  
26 DATED: January 31, 2008

  
RICHARD G. BAIN  
Attorney for Plaintiff

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28

**SUMMONS**  
**(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

Father & Son Moving & Storage, a California corporation, and Does 1 through 10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
Barbara A. Lippold

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol](http://www.courtinfo.ca.gov/selfhelp/espanol)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol](http://www.courtinfo.ca.gov/selfhelp/espanol)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of San Diego, Central Division  
330 W. Broadway, San Diego, CA 92101

CASE NUMBER:  
(Número del Caso):  
**37-2008-00077131-CU-BC-CTL**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Richard G. Bain #60487, 275 East Douglas Avenue, Suite 113, El Cajon, CA 92020-4548

telephone: (619) 447-8300

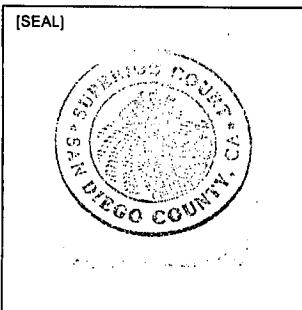
DATE: **FEB 01 2008**  
(Fecha)

Clerk, by C. Beutler **C. Beutler**, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served



1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
  
3.  on behalf of (specify): Father & Son Moving & Storage  
 under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and phone number, and address):  
 Richard G. Bain #60487 (619) 447-8300  
 275 East Douglas, Suite 113  
 El Cajon, CA 92020-4548  
 TELEPHONE NO.: (619) 447-8300 FAX NO.:  
 ATTORNEY FOR (Name): Plaintiff

## FOR COURT USE ONLY

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CIVIL BUSINESS OFFICE 7  
CENTRAL DIVISION

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CLERK-SUPERIOR COURT  
SAN DIEGO COUNTY, CA

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**  
 HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101-3827  
 NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081-6643  
 EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020-3941  
 RAMONA BRANCH, 1428 MONTECITO RD., RAMONA, CA 92085-5200  
 SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910-5649

CASE NAME:  
 Barbara A. Lippold v. Father & Son Moving & Storage, et al.

<b>CIVIL CASE COVER SHEET</b>		<b>Complex Case Designation</b>	CASE NUMBER:
<input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000)      (Amount demanded is \$25,000 or less)		<input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	37-2008-00077131-CU-BC-CTL
			JUDGE:
			DEPT.:

All five (5) items below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 1800-1812)
<input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	<input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental /Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	<b>Real Property</b>	<b>Enforcement of Judgment</b>
<input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	<input type="checkbox"/> Enforcement of judgment (20)
<b>Non-PI/PD/WD (Other) Tort</b>	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Complaint</b>
<input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
<b>Employment</b>	<b>Judicial Review</b>	<b>Miscellaneous Civil Petition</b>
<input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case  is  is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states or countries, or in a federal court
- f.  Substantial post-judgment judicial supervision

3. Type of remedies sought (check all that apply):

- a.  monetary
- b.  nonmonetary; declaratory or injunctive relief
- c.  punitive

4. Number of causes of action (specify): two (2)

5. This case  is  is not a class action suit.

Date: February 1, 2008

Richard G. Bain

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

## AGREEMENT FOR SERVICE

## FATHER &amp; SON MOVING &amp; STORAGE

CAL PUC T-158789

7635 Haskell Ave. 9369 Dowdy Dr. Ste. D  
Van Nuys, Ca. 91406 San Diego, Ca. 92126  
(818)901-7643 (619)695-2200Date Issued 10-3-93  
Date Move  
Tendered  
Pack Date  
Delivery Dates  
ORDER TAKEN BY

SHIPPER IS REQUESTED TO READ THIS DOCUMENT CAREFULLY, INCLUDING TERMS &amp; CONDITIONS ON REVERSE SIDE BEFORE SIGNING and ask for an explanation of anything not clear or inconsistent with any previous representation. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE YOU TO MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREIN.

FROM Glasgow Crane/Mash, Ltd/FLOOR TO Our Storage FLOOR  
17895 Caminito Pines APT NO. 156  
San Diego

DELIVERY INSTRUCTIONS		NOTE: Additional charges for storage, extra handling and transportation will occur if goods not accepted at destination.	
STORAGE ORDERED		The Company is hereby authorized to move and store at: A charge will be made for storage in and out of storage and for moving, with loading and unloading services. The charge of address of destination must be given to company in writing. Where no copy deposit is	
Name of Bill and Notify Address		Initials _____ Date _____	
DESCRIPTION OF ARTICLE(S)		Value of Products & Electronics <input type="checkbox"/> Used Office & Store <input type="checkbox"/> Used Household Goods & Personal Effects <input type="checkbox"/>	
Does Shipper Request Advice of Weight and Charges? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Initials and Date		Initials and Date	
Move Weight <u>1000 lbs</u> <u>1000 lbs</u>		Move Weight <u>1000 lbs</u> <u>1000 lbs</u>	
NOTE: If a Estimated Cost of Services has been issued and the above statement is UNQUOTE checked, the Estimated Cost of Services shall apply.		In the shipment is subject to damage risk, and a damage & charge (greater than Alternative Approach) is to apply, the following statement must be completed: "Carrier shall be compensated for actual weight or the cost of the article or on a weight of pounds, when ever products to a higher charge	
Local Carry Pickup and Delivery <input type="checkbox"/> <u>Per Curb</u> <input type="checkbox"/> <u>Per Mile</u> <input type="checkbox"/> <u>Per Piece</u>		Extra Pickup and/or Delivery <input type="checkbox"/> <u>Per Curb</u> <input type="checkbox"/> <u>Per Mile</u> <input type="checkbox"/> <u>Per Piece</u>	
HOURLY RATE <u>3</u> <u>Hours</u>		Additional Expenses if Relocated <u>22.50</u> <u>Per Mile</u> <u>Per Curb</u> <u>Per Piece</u>	
Van and <u>2</u> <u>Miles</u> <u>71.50</u> <u>Per Mile</u>		Hourly Inventory Charge	
NO. OF PACKERS		Or Monthly <u>Day of 8</u>	
PACKING CRATING Q'ty <u>35.75</u> <u>Per Article</u> <u>Per Box</u> <u>Per Hour</u>		Overtime Rates (4 applicable)	
UNPACKING UNCRATING Q'ty <u>35.75</u> <u>Per Article</u> <u>Per Box</u> <u>Per Hour</u>		OVERTIME AFTER 8 HOURS	
(Not over 3 pieces)			
Customer AGREES that TITLE to ALL PACKING MATERIAL PASSES to CUSTOMER BEFORE ANY USE of SUCH MATERIAL is MADE.			
TO BE PAID BY <input type="checkbox"/> CASH <input type="checkbox"/> CERTIFIED CHECK <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> PERSONAL/COMPANY CHECK <input type="checkbox"/> BILLING			

Rates are in effect for 30 days from date issued. Carrier agrees to perform services at the stated rates.*Father & Son*  
CARRIER'S SIGNATURE

## CONSUMER PROTECTIONS AND/OR WAIVERS

IMPORTANT INFORMATION BOOKLET In accordance with the rules of the California Public Utilities Commission, before your move, the carrier (the moving company) is required to ensure you (the shipper) have been given the booklet, "IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS". You may choose not to receive a booklet from this carrier if you previously received one from another source. By initialing below, the shipper acknowledges receipt of the booklet either before or on the day of the move.

I HAVE RECEIVED THE IMPORTANT INFORMATION BOOKLET.

MAXIMUM RATE **IMPORTANT NOTICE:** No rates higher than the Maximum Fixed Rates promulgated in the California Public Utilities Commission's Maximum Rate Tariff 4 may be quoted or charged, unless an Estimated Cost of Services has been issued three (3) days or more before the day of the move. The Not To Exceed Price shall be no higher than the Estimated Cost of Services plus any Change Order for Services. Copies of the California Public Utilities Commission's Maximum Rate Tariff 4 are open for public inspection at the Commission's offices in San Francisco and Los Angeles and at the carrier's office shown above.

1. Have you received a written estimate? Yes No
2. Does the estimate indicate that maximum rates are to be exceeded? Yes No
3. If the maximum rates are to be exceeded, have you been informed of the amount of charges to be assessed over the maximum rates? Yes No
4. Do you consent to the amount of charges to be assessed over the maximum rate? Yes No

VALUATION DECLARATION There are three (3) options available to cover loss or damage:

1. 60 cents per pound per article. This minimum coverage for lost or damaged items is based on 60 cents times the weight of the article. This coverage is provided at no additional charge.
2. Actual Cash Value. This option provides for lost or damage based on actual cash value, including depreciation, at the time of loss or damage, up to the total dollar amount of value declared by you. You may be charged for this coverage.
3. Full Value Protection. This option provides for the lost or damaged items based on current replacement value at the time of loss or damage, up to the total dollar amount of valuation declared by you. This is subject to a deductible selected by you. You may be charged for this coverage. DEDUCTIBLES: \$250.00 \$500.00

NOTICE: Coverage for loss and damage is limited to the Actual Cash Value of losses up to the amount of \$20,000 unless the Shipper signing this Agreement inserts in the space below, in his or her, own handwriting, another value. You may be charged for coverage provided other than 60 cents per pound per article. Shipper hereby releases the entire shipment to a value not exceeding \$100,000.00 (To be completed by shipper signing below)

VALUATION OPTIONS:	SHIPPER INITIAL	MAXIMUM RATE	ACTUAL PER \$100.00 VALUE	DECLARED VALUE	VALUATION CHARGE
60¢ per pound, per article					No Charge
ACTUAL CASH VALUE		\$ .63	\$ .60 cents		
FULL VALUE PROTECTION		\$ .96	\$ .961.38/19		

Shipper's Signature \_\_\_\_\_ Date \_\_\_\_\_  
AGREEMENT FOR SERVICE: The California Public Utilities Commission requires that an 'Agreement for Service' be issued to you by the carrier three (3) days or more in advance of the move. An exception to this requirement is where the arrangement to move occurs on short notice (less than 3 days). You may also choose to waive this requirement entirely, at any time prior to the move.

1. Did you choose to waive this advanced notice requirement entirely? Yes No
2. Was the moving date agreed to between you and the carrier less than 3 days prior to the day of the move? Yes No

X	SIGNATURE OF SHIPPER OR SHIPPER'S REPRESENTATIVE	DATE	The amount of Estimated Cost of Services (If Appl.)
X	<i>Father &amp; Son</i>		Total charge on Change Order for Services (If Appl.)
SIGNATURE OF CARRIER OR CARRIER'S REPRESENTATIVE		DATE	NOT TO EXCEED PRICE <small>NOT TO EXCEED PRICE is the maximum charge for services and the important notice on the reverse side.</small>

Execution of the Agreement does not exempt Carrier or Shipper from compliance with any provision of law or Public Utilities Commission regulation, even though not expressly set forth in this Agreement.  
Form 201 © 1992 STOCK PRINTING CORP., LOS ALAMITOS, CA (714) 955-9322

OFFICE COPY

Exhibit "A"

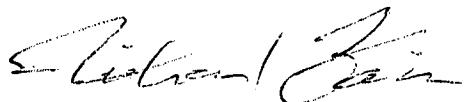




ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): <b>Richard G. Bain #60487</b> Attorney at Law 275 East Douglas, Suite 113 El Cajon, CA 92020-4548 TELEPHONE NO. (Optional): (619) 447-8300 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>Plaintiff</b>	<b>FOR COURT USE ONLY</b> F D C B Clerk of the Superior Court <b>APR 10 2008</b> By: D. REUBEN L. M., Deputy
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> <input checked="" type="checkbox"/> HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101-3827 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081-6643 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020-3941 <input type="checkbox"/> RAMONA BRANCH, 1428 MONTECITO RD., RAMONA, CA 92065-5200 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910-5649	
PLAINTIFF(S) <b>Barbara A. Lippold</b>	JUDGE: <b>Michael M. Anello</b>
DEFENDANT(S) <b>Father &amp; Son Moving &amp; Storage, et al.</b>	DEPT: <b>C-72</b>
<b>CERTIFICATE OF SERVICE</b> <b>(San Diego Superior Court Rules, Division II, Rule 2.5)</b>	CASE NUMBER <b>37-2008-00077131-CU-BC-CTL</b>

I certify under penalty of perjury under the laws of the State of California that all defendants named in the complaint of the above-entitled case have either made a general appearance or have been properly and timely served in compliance with San Diego Superior Court Rules, Division II, Rule 2.5.

Date: April 9, 2008



Signature

Richard G. Bain

Typed or printed name

NOTES:

If service cannot be effected on all defendants within 60 days of filing the complaint, DO NOT USE THIS CERTIFICATE, but file the form CERTIFICATE OF PROGRESS (SDSC CIV-144) stating the reasons why service has not been effected on all parties and what is being done to effect service.

THE FILING OF A GENERAL APPEARANCE BY A DEFENDANT DOES NOT DISPENSE WITH THE PLAINTIFF'S OBLIGATION TO FILE THIS DOCUMENT.

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS:	330 West Broadway
MAILING ADDRESS:	330 West Broadway
CITY AND ZIP CODE:	San Diego, CA 92101
BRANCH NAME:	Central
TELEPHONE NUMBER:	(619) 685-6151
PLAINTIFF(S) / PETITIONER(S): Barbara A Lippold	
DEFENDANT(S) / RESPONDENT(S): Father & Son Moving & Storage	
LIPPOLD VS. FATHER & SON MOVING & STORAGE	
<b>NOTICE OF CASE ASSIGNMENT</b>	CASE NUMBER: 37-2008-00077131-CU-BC-CTL

Judge: Michael M. Anello

Department: C-72

**COMPLAINT/PETITION FILED: 02/01/2008**

**CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

**COMPLAINTS:** Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

**DEFAULT:** If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

1 Marguerite T. Lieu, SBN 143979 (mtl@mmker.com)  
 2 Christopher R. Allison, SBN 201618 (cra@mmker.com)  
**MANNING & MARDER**  
**KASS, ELLROD, RAMIREZ LLP**  
 3 550 West "C" Street, Suite 1900  
 San Diego, CA 92101  
 4 Telephone: (619) 515-0269  
 Facsimile: (619) 515-0268

5 Attorneys for Defendant  
 6 **A NICE JEWISH BOY, dba FATHER & SON MOVING & STORAGE**

7

8 **UNITED STATES DISTRICT COURT**  
 9 **SOUTHERN DISTRICT OF CALIFORNIA**

10

11 BARBARA LIPPOLD,

) Case No.  
 08 CV 0719 BTM RBB

12 vs. Plaintiff,

) CERTIFICATE OF SERVICE  
 ON ADVERSE PARTY OF  
 NOTICE OF REMOVAL TO  
 FEDERAL COURT AND OF  
 OTHER DOCUMENTS

13

14 FATHER & SON MOVING & STORAGE and  
 DOES 1-10,

15 Defendants.

16

17 I CERTIFY AND DECLARE THAT:

18 I am employed in County of San Diego. I am over the age of 18 and not a party to this  
 19 action. My business address is 550 West C Street, Suite 1900, San Diego, California 92101.

20 On April 21, 2008, I served the following documents:

21

22 1) Notice to the State Court and to Adverse Party of Removal of Action  
 23 to Federal Court;

24 2) Notice of Compliance with 28 U.S.C. §1446(d); and

25 3) Notice of Party with Financial Interest.

26 on the adverse party in this action by placing true copies of the documents in a sealed envelope,  
 27 addressed as follows:

28 // /

ORIGINAL

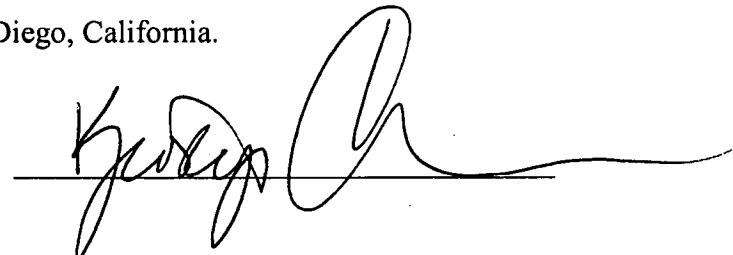
1                   Richard G. Bain, Attorney at Law  
2                   275 East Douglas, Suite 113  
3                   El Cajon, CA 92020-4548

4                   I deposited said envelope, as so addressed, with postage fully prepaid, in the United States  
5                   mail at San Diego, California.

6                   I am readily familiar with Manning & Marder, Kass, Ellrod, Ramirez LLP's practice of  
7                   collection and processing correspondence for mailing. Under that practice, documents are  
8                   deposited with the U.S. Postal Service on the same day which is stated in the proof of service, with  
9                   postage fully prepaid at San Diego, California in the ordinary course of business. I am aware that  
10                  on motion of party served, service is presumed invalid if the postal cancellation date or postage  
11                  meter date is more than one day after the date stated in this proof of service.

12                  I declare under the penalty of perjury under the laws of the United States of America that  
13                  the foregoing is true and correct and that I am employed in the office of a member of the bar of this  
14                  court at whose direction the service was made.

15                  Executed on **April 21, 2008** at San Diego, California.



JS 44 (Rev. 11/04)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

Barbara Lippold

(b) County of Residence of First Listed Plaintiff  
(EXCEPT IN U.S. PLAINTIFF CASES)

San Diego

(c) Attorney's (Firm Name, Address, and Telephone Number)

Richard S. Bain, 275 E. Douglas, Ste 9000  
6A - 447 - 8300

(EXCEPT IN U.S. PLAINTIFF CASES)

## DEFENDANTS

2008 APR 21 PM 10:00  
Father + Son Mangs + Dodge

CLERK OF COURT

SOUTHERN DISTRICT OF CALIFORNIA

County of Residence of First Listed Defendant OF San Diego

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND/CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

KIRK DEPUTY

Attorneys (If Known) Marguerite T. Liou, Chris Allison  
Manning + Mander, Kass Ellin Ramiree,  
550 W. C St, Ste 1900, San Diego, CA 92101

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

 1 U.S. Government Plaintiff 3 Federal Question  
(U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity  
(Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State

DEF

Incorporated or Principal Place of Business In This State

PTF

Citizen of Another State

2

Incorporated and Principal Place of Business In Another State

5

6

Citizen or Subject of a Foreign Country

3

Foreign Nation

6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		<input type="checkbox"/> PROPERTY RIGHTS	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 861 HIA (1395f)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> Habeas Corpus:	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> FEDERAL TAX SUITS	<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

## V. ORIGIN

(Place an "X" in One Box Only)

 1 Original Proceeding 2 Removed from State Court 3

Remanded from Appellate Court

 4

Reinstated or Reopened

 5

Transferred from another district (specify)

 6

Multidistrict Litigation

Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 USC 1441(b)

Brief description of cause:

Inter-State Commerce Clause

## VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23

DEMAND \$

42,319.00

CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yea  No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

April 21, 2008

SIGNATURE OF ATTORNEY OF RECORD

Marguerite T. Liou

FOR OFFICE USE ONLY

RECEIPT # 150005

AMOUNT \$4350

APPLYING IFFP

JUDGE

MAG. JUDGE

81 4/21/08

ORIGINAL

**UNITED STATES  
DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION**

**# 150008 - MB**

**April 21, 2008  
14:49:59**

**Civ Fil Non-Pris**  
USAO #: 08CV0719  
Judge.: BARRY T MOSKOWITZ  
Amount.: \$350.00 CK  
Check#: BC5856

**Total-> \$350.00**

**FROM: BARBARA LIPPOLD VS FATHER &  
SON MOVING & STORAGE**